

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

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CHESKI BAUM

Plaintiff,

SUMMONS

-against-

AGUDATH ISRAEL OF AMERICA; AGUDATH
ISRAEL OF AMERICA FOUNDATION; AGUDATH
ISRAEL OF AMERICA COMMUNITY SERVICES, INC.;
CAMP AGUDAH INC.; and CHAIM SINGER

Defendants,
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YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service, or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York, and in case of your failure to appear or answer, judgment will be taken by default for the relief demanded in the complaint.

Plaintiff designates New York County as the place of trial. The basis of venue is the place of business for Defendants AGUDATH ISRAEL OF AMERICA and CAMP AGUDAH.

Dated: November 6, 2018
Queens, New York

WEINSTEIN & WEINSTEIN, LLP
Attorney for Plaintiff

By:



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Defendants Addresses:

Agudath Israel of America 42 Broadway 14th Floor, New York, NY 10004

Agudath Israel of America Foundation 84 Williams Street, New York, NY 10038

Agudath Israel of America Community Services, Inc. 84 Williams Street, New York, NY 10038

Camp Agudah Inc. 42 Broadway 14th Floor, New York, NY 10004

Chaim Singer 1421 48th St, Brooklyn NY 11219

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

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CHESKI BAUM

Plaintiff,

VERIFIED COMPLAINT

-against-

AGUDATH ISRAEL OF AMERICA; AGUDATH
ISRAEL OF AMERICA FOUNDATION; AGUDATH
ISRAEL OF AMERICA COMMUNITY SERVICES, INC.;
CAMP AGUDAH INC.; and CHAIM SINGER

Defendants,

-----X

PLAINTIFF, CHESKI BAUM (“Plaintiff”) by and through his attorneys,
WEINSTEIN & WEINSTEIN, LLP, providing upon information and belief the following
Verified Complaint against Defendants, AGUDATH ISRAEL OF AMERICA AGUDATH
ISRAEL OF AMERICA; AGUDATH ISRAEL OF AMERICA FOUNDATION; AGUDATH
ISRAEL OF AMERICA COMMUNITY SERVICES, INC. (collectively “AIA”) and CAMP
AGUDAH (“CAMP”) and CHAIM SINGER (“SINGER”), (“AIA, CAMP and SINGER are
collectively referred to herein as “Defendants”), and states and alleges the following:

PARTIES

1. At all relevant times, Defendant AIA was and is a religious organization with its principal place of business located at 42 Broadway, 14th Floor, New York, NY 10004.
2. At all relevant times, Defendant CAMP was and is a religious summer camp, and wholly owned subsidiary of Defendant AIA with its principal office located at 42 Broadway - 14th Floor, New York, NY 10004, and the summer camp location at 140 Upper Ferndale Road, Liberty, NY 12754.

3. At all relevant times, AIA and CAMP employed Defendant SINGER in the capacity as a camp counselor of a group of children between 8 and 9 years of age.

FACTS

4. During the summer of 1973 Plaintiff was a camper in CAMP and was under the supervision of AIA, CAMP, and SINGER.

5. During the summer of 1973, Plaintiff was only eight-and-a-half years old.

6. Plaintiff, spent the first half of the summer in the bunk of a Moshe Yraslowitz and the second half of the summer in SINGER's bunk.

7. During this relevant period, SINGER, while employed by AIA and CAMP, woke up Plaintiff in the middle of the night and would fondle, grope, touch, manipulate, and rub Plaintiff's genitalia.

8. SINGER engaged in this unwanted, uninvited, and non-consensual behavior on multiple occasions throughout the relevant time-period.

9. During the summer of 1973, Plaintiff was terrified of SINGER and the administration of CAMP and AIA, fearing he would get in trouble if SINGER was outed.

10. Plaintiff rarely slept at night during his time as a camper at CAMP due to the advances of SINGER and the fear of something worse happening to him.

11. On one specific occasion, SINGER informed Plaintiff that he was "coming to visit you tonight" and only after Plaintiff refused to lay down or go to bed did SINGER relent and tell Plaintiff he would not visit him in the night.

12. On another occasion, Defendants required Plaintiff to write a letter home to his parents that he was enjoying the summer and Plaintiff refused since it was not true.

13. After Plaintiff refused, the administration of CAMP told Plaintiff, an eight and a half year old boy, that if he did not write a positive letter to his parents, they would bring Plaintiff to the main camp hall, strip him of his clothes and put a diaper on him to show everyone he was a baby.

14. AIA and CAMP did absolutely zero vetting of SINGER's ability to be a counselor of children at CAMP.

15. AIA and CAMP allowed their employee SINGER and the administration of CAMP to engage in these horrific and egregious actions by failing to ensure a safe and proper environment for Plaintiff and other campers, as well as by failing to properly supervise SINGER. Plaintiff has been scarred for life by the actions of SINGER and the improper supervision of AIA and CAMP.

16. Plaintiff, merely eight-and-a-half at the time, was terrified to outcry to others within CAMP or AIA as CAMP and AIA had also employed the notorious sexual predator Mr. Yehuda Kolko to run, oversee, and administer the CAMP.

17. Moreover, as a victim of sexual assault and an Orthodox Jew, Plaintiff feared the stigma of being labeled within the community.

AS AND FOR A FIRST CAUSE OF ACTION

18. Plaintiff repeats and re-alleges, as if fully set forth herein, each and every allegation contained in the above paragraphs 1-17.

19. At all relevant times, AIA and CAMP owed a duty to Plaintiff to use reasonable care to ensure the safety, care, well being and health of the Plaintiff while Plaintiff was under their care, custody, and control.

20. AIA and CAMP had a duty to hire, screen, appoint, retain, and/or supervise SINGER and otherwise provide a safe environment for Plaintiff.

21. At all relevant times, the AIA and CAMP should have known that SINGER was sexually abusing Plaintiff, as both were under their supervision and control.

22. AIA and CAMP did nothing to screen or attempt to assess SINGER's or any other employees' unfitness, danger, or pedophilic propensity.

23. AIA and CAMP breached their duty of care to Plaintiff and was negligent by failing to protect Plaintiff from sexual assault, lewd and lascivious acts committed by their employee SINGER.

24. At all relevant times, AIA and CAMP has grossly inadequate policies and procedures to protect children, including Plaintiff, with whom they were entrusted to care for and protect.

25. As a direct and proximate result of AIA and CAMP's negligence, Plaintiff was repeatedly sexually abused by SINGER in the summer of 1973.

26. Due to this horrific sexual abuse, Plaintiff has suffered from severe and permanent psychological and emotional injuries; loss of enjoyment of life; and attendant economic losses.

27. Plaintiff's injuries are persistent, permanent, and debilitating in nature.

28. That by reason of the foregoing, Defendants are liable to Plaintiffs for punitive and exemplary damages.

29. Plaintiff's damages exceed in the jurisdictional limits of all lower courts which would otherwise have jurisdiction on this matter.

AS AND FOR A SECOND CAUSE OF ACTION

30. Plaintiff repeats and re-alleges, as if fully set forth herein, each and every allegation contained in the above paragraphs 1-29.

31. At all material times, as more fully set forth above, Defendants had the duty to exercise the same degree of care and supervision over the students under their control as a reasonably prudent parent would have exercised under similar circumstances.

32. During all material times, AIA and CAMP owed a special duty to Plaintiff as a camper. This special duty required AIA and CAMP to take reasonable steps to anticipate such threats from its employees and associates like SINGER which threatened the safety of Plaintiff and similarly situated campers at CAMP.

33. Upon information and belief, by virtue of both their duty of care to Plaintiff and the positions of authority and influence they exercised over him, Defendants had a duty to Plaintiff to provide him a reasonably safe and secure environment at CAMP.

34. Upon information and belief, Defendants failed to provide a reasonably safe environment to Plaintiff by failing to exercise the degree of care that a reasonably prudent parent would have exercised under similar circumstances.

35. As a result, Defendants are liable to Plaintiff for their negligent failure to provide a reasonably safe and secure environment.

36. By reason of the foregoing, Plaintiff sustained physical and psychological injuries, including but not limited to, severe emotional distress, depression, humiliation, embarrassment, fright, anger, anxiety, and loss of educational opportunity and has been caused to suffer pain and mental anguish, emotional and psychological damage as a result thereof, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature;

and Plaintiff has become and will continue to be obligated to expend sums of money for medical expenses.

37. That by reason of the foregoing, Defendants are liable to Plaintiff for punitive and exemplary damages.

38. That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A THIRD CAUSE OF ACTION

39. Plaintiff repeats and re-alleges, as if fully set forth herein, each and every allegation contained in the above paragraphs 1-38.

40. At all relevant times SINGER, while under the employ of CAMP and AIA, engaged in unwanted and unlawful sexual touching of Plaintiff, a minor at the time.

41. As stated above, SINGER sexually assaulted Plaintiff multiple times while having dominion and control over Plaintiff as Plaintiff's Camp Counselor.

42. By reason of the foregoing, Plaintiff sustained physical and psychological injuries, including but not limited to, severe emotional distress, depression, humiliation, embarrassment, fright, anger, anxiety, and loss of educational opportunity and has been caused to suffer pain and mental anguish, emotional and psychological damage as a result thereof, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature; and Plaintiff has become and will continue to be obligated to expend sums of money for medical expenses.

43. That by reason of the foregoing, SINGER is liable to Plaintiff for punitive and exemplary damages.

44. That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

THE CHILD VICTIMS ACT

45. Plaintiff repeats and re-alleges, as if fully set forth herein, each and every allegation contained in the above paragraphs 1- 44.

46. Plaintiff's First and Second Causes of Action are timely, pursuant to The Child Victims Act that was enacted into law on February 14, 2019. Indeed, Plaintiff alleges that Defendants committed intentional and/or negligent acts and/or omissions which resulted in Plaintiff suffering physical, psychological or other injuries or conditions as a direct and proximate result of conduct which constitutes a sexual offense committed against a child less than eighteen years of age, as defined in Article 130 of the New York Penal Law. This action, moreover, has been filed not earlier than six months after, and not later than one year and six months after, the effective date of the newly added CPLR § 214-g (February 14, 2019).

47. It is hereby alleged pursuant to CPLR § 1603 that the foregoing causes of action are exempt from the operation of CPLR § 1601 by reason of one or more of the exemptions provided in CPLR § 1602, including but not limited to, CPLR § 1602(7).

WHEREFORE, based on the aforesaid, Plaintiff hereby respectfully demands judgment in his favor and against each of the Defendants, jointly and severally, together with compensatory and punitive damages, and the interest, costs and disbursements pursuant to the causes of action herein, as well as any other, different or further relief to which this Court may seem just, necessary, or proper.

Dated: November 6, 2019
Flushing, NY

Respectfully,

Jacob Z. Weinstein

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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY
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CHESKI BAUM,

Plaintiff,

VERIFICATION

-against-

AGUDATH ISRAEL OF AMERICA;
CAMP AGUDAH; and CHAIM SINGER

Defendants,
-----X

STATE OF NEW YORK }
 ss:
COUNTY OF KINGS }

CHESKI BAUM, plaintiff in the above-captions matter, states and affirms under the penalty of perjury:

1. I have read the foregoing COMPLAINT and know that the contents thereof; the same is true to my own knowledge, except as to matters therein alleged to be on information and belief, and as to those matters, I believe them to be true.
2. I can only affirm due to my religious obligations and beliefs.
3. I affirm that the foregoing statements are true, under the penalties of perjury.

Dated: Kings County, New York
November 4, 2019


CHESKI BAUM

CHESKI BAUM appeared
on the 6 of November 2019 before me


NOTARY PUBLIC
11/06/2019
SARA ROSENZWEIG

SARA ROSENZWEIG
NOTARY PUBLIC, State of New York
No. 01R06019794
Qualified in Kings County
Commission Expires Feb. 16, 2023